

FILED IN

STATE OF NEW MEXICO  
IN THE MAGISTRATE COURT  
COUNTY OF TAOS

JUN 12 2018

Jason &amp; Tanya Badger

Plaintiff

TAOS CO.

MAGISTRATE COURT

vs.

Lucas Allen Morton

Defendant.

**PETITION BY OWNER FOR RESTITUTION**

(Uniform Owner-Resident Relations Act)

The plaintiff, alleges:

1. Plaintiff is lawfully entitled to possession of the premises located at :  
Lot number 28 Unit #2 Costilla Meadows  
Amalia, New Mexico 87512.
2. Defendant entered into possession of the premises under a rental agreement and has breached the terms of the agreement, as follows:  
Real Estate Sale & purchase Agreement
3. Plaintiff gave written notice of  
☒ termination  
☐ breach of the rental agreement  
to defendant on \_\_\_\_\_, \_\_\_\_\_ (date), and defendant has failed to remedy the breach.

A copy of the written notice is attached as Exhibited A.

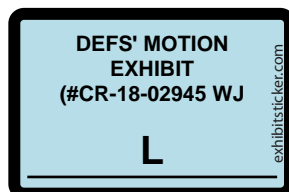
(check and complete if applicable)

- ☐ 4. Defendant is indebted to plaintiff in the sum of \$ \_\_\_\_\_ for unpaid rent, plus \$ \_\_\_\_\_ rent per day to date of restitution, plus damages as determined by the court.
- ☐ 5. Plaintiff holds \$ \_\_\_\_\_ of defendant as a damage deposit under the rental agreement.
- ☐ 6. Plaintiff requests separate trials on the issues of restitution and damages.

Plaintiff requests judgment against defendant, as follows:

1. Immediate possession of the premises;
2. Unpaid rent of \$ \_\_\_\_\_, plus \$ \_\_\_\_\_ per day to date of restitution;
3. Damages as may be determined by the court;
4. Costs of this action;
5. Reasonable attorneys fees;
6. A civil penalty as provided by law;
7. Such other relief as the court may deem reasonable.

Date: \_\_\_\_\_



Signed Jason Badger Tanya Badger  
Name (print)  
Address (print) P.O. Box 281 00 305 Buena Vista Rd  
Cerro, N.M. 87519  
City, state and zip code (print)  
575-779-6519  
Telephone number Civil form 4-904

99026863

TAOS COUNTY  
ANNA MARTINEZ, CLERK  
000423986  
Book 961 Page 567  
1 of 2  
10/26/2017 03:01:35 PM  
BY DIANAD

**WARRANTY DEED (JOINT TENANCY)**

JAMES KOHLMANN, a single man, for consideration paid, grants to JASON BADGER and TANYA BADGER, husband and wife, as joint tenants with right of survivorship, whose address is P.O. Box 281, Cerro, New Mexico 87519, the following described real estate in Taos County, New Mexico:

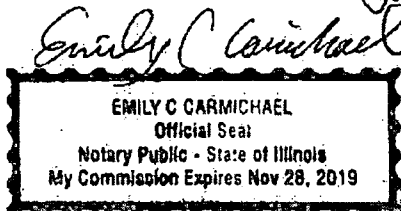
Lot Number 28, Unit #2, Costilla Meadows Subdivision, as more fully shown on a portion of a survey plat filed for record at Page 163, Volume No. 5 and refiled for record in Cabinet B at page 85-A, records Taos County, New Mexico.

**SUBJECT TO:**

1. Protective Covenants for Costilla Meadows, filed for record on October 4, 1972 in Book M-99 at pages 74-75, records of Taos County, New Mexico.
2. Protective Covenants for Costilla Meadows, filed for record on August 8, 2000 in Book M-248 at pages 744-746, records of Taos County, New Mexico.
3. Dedication of streets and driveways and reservations as more fully shown on that plat of subdivision for Costilla Meadows Unit #2, filed for record in Volume 5 at page 163 and being refiled for record in Cabinet B at page 85-A, records of Taos County, New Mexico.
4. Building setback lines as shown on that Improvement Location Report for James Kohlmann, by Lawrence S. Montoya, NMPS #12349, dated October 13, 2017 and bearing project no. 2259ILR.DWG.

with warranty covenants.

Witness my hand and seal this 24 day of October, 2017.



  
JAMES KOHLMANN

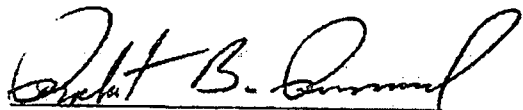
(End of Page: Acknowledgment Follows)

TAOS COUNTY  
ANNA MARTINEZ, CLERK  
000423986  
Book 961 Page 568  
2 of 2  
10/26/2017 03:01:35 PM  
BY DIANAD

**ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY**

STATE OF Illinois )  
COUNTY OF DuPage ) ss.

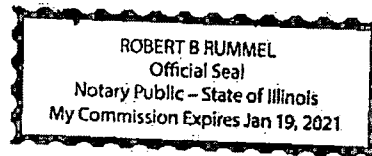
This instrument was acknowledged before me on October 24, 2017 by  
JAMES KOHLMANN, a single man.



Notary Public

My Commission Expires:

1/19/21



**REAL ESTATE SALE**  
**AND PURCHASE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of April, 2018 between Lucas Allen Morton, a married man dealing with his sole and separate property, (hereinafter "Seller"), and Jason Badger and Tanya Badger, husband and wife, (hereinafter "Purchasers"). Seller agrees to sell and convey to Purchasers and Purchasers agree to purchase upon the terms and conditions hereinafter set out, the following property and described real estate in Taos County, New Mexico:

Type of Property: Raw land, which is sold **"AS IS", without any express or implied warranties.**

Lot Number 29, Unit #2, Costilla Meadows Subdivision, as more fully shown on that plat of survey filed for record at Page 163, Volume No. 5 and refiled for record in Cabinet B at page 85-A, records Taos County, New Mexico.

1. The purchase price shall be a signed Warranty Deed into Seller for Lot Number 28, Unit #2, Costilla Meadows Subdivision, as more fully shown on a portion of a survey plat filed for record at Page 163, Volume No. 5 and refiled for record in Cabinet B at page 85-A, records Taos County, New Mexico.
2. Subject to such conditions as may be herein set out, upon full performance of this Agreement by Purchaser, Seller will convey title to the property by Warranty Deed, as follows:

JASON BADGER and TANYA BADGER, husband and wife

And Purchasers shall convey title to the exchange property by Warranty Deed, as follows:

LUCAS ALLEN MORTON, a married man dealing with his sole and separate property

Address for mailing property tax bills:

Seller: P.O. Box 155, 122 Panorama Boulevard, Amalia, New Mexico 87512

Purchasers: P.O. Box 281, Cerro, New Mexico 87519

The property is conveyed subject to property taxes for the current and subsequent years, zoning ordinances, patent reservations, easements, rights-of-way, restrictive covenants, conditions, declaration, agreements and other matters if any, of record and pertinent to the subject property.

3. It is agreed that closing costs in connection with this transaction are to be paid as follows:

- a. Seller will pay all closing costs associated with this transaction including procuring an ILR.

**4. CLOSING DATE SHALL BE ON OR BEFORE June 3, 2018 AT First New Mexico Title. EITHER PARTY MAY CLOSE BY MAIL/FED EX.** Seller agrees to give possession of the premises to Purchasers on the date of closing.

5. An owner's policy of title insurance showing evidence of good and merchantable title to the property shall be furnished and paid for as set out in Section 3 above. Purchasers shall receive the title insurance commitment, and shall have FIVE (5) working days after receipt to give Seller written notice of unmerchantability of title or of an unsatisfactory title condition shown by said title insurance commitment. If Purchasers do not give Seller written notice of title defects within FIVE (5) working days after receipt of the title insurance commitment, Purchasers shall be deemed to have accepted the condition of title as satisfactory. In the event of any defects in said title making the same unmerchantable or unsatisfactory, should such defects not be corrected by the closing date of June 3, 2018, this Agreement shall terminate.

**6. Purchasers understand that Seller is making no express or implied warranties as to the physical condition of the property. The property is purchased "AS IS", with all defects and faults.**

7. Time is of the essence hereof. If any payment or any other condition hereof is not made, tendered or performed by either the Seller or Purchasers as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party.

8. This Agreement is contingent upon Purchasers' approval of the title insurance commitment as set out above.

9. This Agreement may be executed in counterpart, which shall be treated and construed as a single instrument. Facsimile signatures will be treated as original signatures for purposes of this Agreement. If any part of this Agreement is determined to be void and/or unenforceable, the remaining parts shall continue in full force and effect.

10. This Agreement shall be interpreted in accordance with the laws of the State of New Mexico.

11. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

12. This instrument comprises the entire understanding and agreement of the Purchasers and Seller on the subject matter herein contained and shall be binding upon and inure to the benefit of the Purchasers and Seller, their heirs, executors, administrators, personal representatives, beneficiaries, successors and assigns. The obligations of this Agreement shall survive closing.

SELLER:

Date: 4-18-18

  
LUCAS ALLEN MORTON

PURCHASERS:

Date: 4-5-18

  
JASON BADGER

Date: 4-12-18

  
TANYA BADGER

**Contact List:**

**Seller:**

Lucas Allen Morton (married, sole and separate)

P.O. Box 155, 122 Panorama Boulevard, Amalia, New Mexico 87512

(575) 425-5791

**Purchasers**

Jason Badger and Tanya Badger (husband and wife, JTWROS)

P.O. Box 281, Cerro, New Mexico 87519

(575) 779-6519

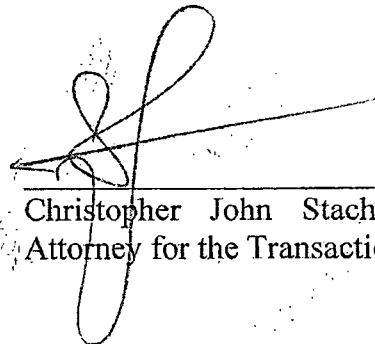
**TERMINATION AGREEMENT**

By process of expiration as per Section 4 of that Real Estate Sale and Purchase Agreement by and between LUCAS ALLEN MORTON, a married man dealing with his sole and separate property (hereinafter "Seller"), and JASON BADGER and TANYA BADGER, husband and wife (hereinafter "Purchasers"), relating to the following described real estate in Taos County, New Mexico;

Lot Number 29, Unit #2, Costilla Meadows Subdivision, as more fully shown on that plat of survey filed for record in at Page 163, Volume No. 5 and refiled for record in Cabinet B at page 85-A, records of Taos County, New Mexico.

is hereby terminated.

Date: June 11, 2018

  
\_\_\_\_\_  
Christopher John Stachura, Esq., as  
Attorney for the Transaction



**SUMMONS**

**Defendant(s) Information**

**FILED IN**

**Defendant MORTON, LUCAS ALLEN DOB:**

Address: **LOT NUMBER 28 UNIT #2 COSTILLA MEAD**

City, State Zip **AMALIA NM 87512-**

Phone

Hgt

Wgt

Hair

Eye

D.L.#

Employer

Work Phone

Work Address

**JUN 19 2018**

**TAOS CO.  
MAGISTRATE CT.**

**Person(s) To Be Served**

**Person to be Served MORTON, LUCAS ALLEN DOB:**

Address: **LOT NUMBER 28 UNIT #2 COSTILLA MEADOWS**

City, State Zip **AMALIA NM 87512-**

Phone

Hgt

Wgt

Hair

Eyes

D.L.#

Employer

Work Phone

Work Address

*See direction in  
back*

**Plaintiff**

**Plaintiff BADGER, JASON DOB:**

Address: **305 Buena Vista Road**

City, State Zip **Cerro NM 87519-**

Phone

**(575) 779-6519**

Hgt

Wgt

Hair

Eye

D.L.#

Employer

Work Phone

Work Address

Court: **Magistrate Court**

Court Date:

**6/27/2018**

Date Received:

**6/12/2018**

Issued By: **Magistrate Court**

Children Involved:

Who gets Custody?

Serve By:

How to Serve

**PERSON ONLY**

**Attempted Service and/or Remarks**

1  
2  
3  
4  
5  
6  
7

**Include Date, Time, Location, and Name and how served if applicable**

Special Instructions:

Date Serve

**6/18/18**

Time Serve

**1547**

Served By

**Adam Fernandez**

Return/Unserved Date

Reason Unserved

Person Served

**Lucas Allen Morton**

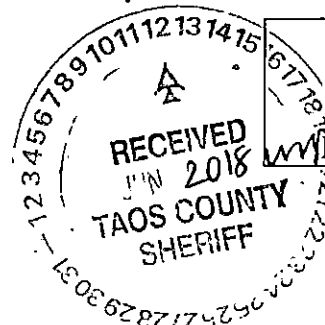
Deputy Serving

*[Signature]*

Signature

Signature

STATE OF NEW MEXICO  
TAOS COUNTY MAGISTRATE COURT IN TAOS



**FILED IN**  
**TAOS COUNTY**  
June 12, 2018  
**MAGISTRATE COURT**

Jason Badger, Tanya Badger, Plaintiff(s)

v.

~~Lucas Allen Morton, Defendant(s)~~

No. M-53-CV-2018-00076

**SUMMONS AND NOTICE OF TRIAL  
ON PETITION FOR WRIT OF RESTITUTION OR FORCIBLE ENTRY OR UNLAWFUL DETAINER**

To:  
Lucas Allen Morton

Address:  
Lot Number 28 Unit #2 Costilla Meadows  
Amalia, NM 87512

**GREETINGS:**

You are ordered to appear for trial before the Honorable Ernest L. Ortega Judge, located at:  
Courtroom A  
105 Albright St., Ste. M  
Taos NM 87571  
Courtroom A

on **Wednesday, June 27, 2018** at the hour of **2:00 PM** to show cause and present all evidence you may have why the plaintiff's petition/complaint for a writ of restitution/execution for the property located at :

**Lot Number 28 Unit #2 Costilla Meadows  
Amalia, NM 87512**

should not be granted and why the plaintiff should not have judgment against you for any back rents or damages you caused to the property, in accordance with the petition/complaint filed by the plaintiff in this action, a copy of which is attached.

Your failure to appear at the time and place specified above may result in the entry of judgment against you in accordance with the petition/complaint filed by the plaintiff in this action, a copy of which is attached.

You may file a written answer and assert any claims you may have prior to the trial.

If you need an interpreter, you must ask the court for one in writing.

Ernest L. Ortega, Judge

Jessica Sanchez, Clerk

**THIS IS YOUR NOTICE OF TRIAL and will be the only notice that you will receive.**

No. M-53-CV-2018-00076

**RETURN<sup>1</sup>**

STATE OF NEW MEXICO

)  
) ss

COUNTY OF TAOS)

*(complete if service is by a person other than the sheriff or deputy<sup>3</sup>)*

I, being sworn state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served this summons in \_\_\_\_\_ county on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (date), by delivering a copy of this summons, a copy of the petition/complaint and a copy of the answer form<sup>2</sup> in the following manner:

*(check and complete only if service by sheriff or deputy<sup>3</sup>)*

I certify that I served this summons in TAOS county on the 18 day of June, 2018, (date), by delivering a copy of the summons, a copy of the petition/complaint and an answer form<sup>2</sup> in the following manner:

*(person serving summons must check one of following boxes and fill in appropriate blanks)*

☒ by delivering a copy of this summons, a copy of the petition/complaint and an answer form to the defendant

Lucas Allen Morton (used when defendant receives copy of summons or refuses to receive summons).

☐ by delivering a copy of this summons, a copy of the petition/complaint and an answer form to

\_\_\_\_\_, a person over fifteen (15) years of age and residing at the usual place of abode of defendant

\_\_\_\_\_, located at \_\_\_\_\_

*(address) (used when defendant is not presently at the abode)*

☐ by posting a copy of the summons, petition/complaint and an answer form in the most public part of the premises of defendant \_\_\_\_\_, located at \_\_\_\_\_

\_\_\_\_\_, (address). (used if no person found at dwelling house or usual place of abode)

*(If service is by posting, a copy of the summons, petition/complaint and an answer form must also be mailed to the person served. The person serving by posting and the person serving by mail must each sign a return. The person mailing must check and complete the certificate of mailing at the end of this summons.)*

☐ by delivering a copy of this summons, a copy of the petition/complaint and an answer form to

\_\_\_\_\_, an agent authorized to receive service of process for defendant.

☐ by delivering a copy of this summons, a copy of the complaint and an answer form to


\_\_\_\_\_, (parent) (guardian) (custodian) of defendant *(used when defendant is a minor or an incompetent person).*

☐ by delivering a copy of this summons, a copy of the petition/complaint and an answer form to

\_\_\_\_\_, (name of person), \_\_\_\_\_, *(title of person authorized to receive service) (used when defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision).*

☐ by service by mail.

Fees: \_\_\_\_\_

  
Signature of person making service  
\_\_\_\_\_  
Title (if any)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Judge, notary or other officer authorized to administer oaths<sup>3</sup>

Official title \_\_\_\_\_

No. M-53-CV-2018-00076

*(To be completed if service is made by posting)<sup>4</sup>*

I, being sworn, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served a copy of this summons on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (date), by mailing first class mail, postage prepaid, a copy of this summons, a copy of the complaint, and an answer form to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(name of person served)  
 (address where mailed)  
 (county)  
 (city, state and zip code)

Subscribed and sworn to before me this \_\_\_\_\_  
 day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 Signature of person making service

\_\_\_\_\_  
 Title (if any)

\_\_\_\_\_  
 Judge, notary or other officer authorized to administer oaths<sup>3</sup>

\_\_\_\_\_  
 Place of mailing

\_\_\_\_\_  
 Official title

\_\_\_\_\_  
 Date

*(To be completed if service is made by mail.)<sup>5</sup>*

I, being sworn, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served a copy of this summons on the on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (date), by mailing first class mail, postage prepaid, a copy of this summons, a copy of the complaint, an answer form and two copies of the notice and acknowledgment and a return envelope, postage prepaid, addressed to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(name of person served)  
 (address where mailed)  
 (county)  
 (city, state and zip code)

Subscribed and sworn to before me this \_\_\_\_\_  
 day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 Signature of person making service

\_\_\_\_\_  
 Title (if any)

\_\_\_\_\_  
 Judge, notary or other officer authorized to administer oaths<sup>3</sup>

\_\_\_\_\_  
 Place of mailing

\_\_\_\_\_  
 Official title

\_\_\_\_\_  
 Date

# Costilla Meadows

- ~~All~~ dirt Rds.
- North on ~~Ventura~~ <sup>Ventero</sup> Rd. heading towards San Luis
- left on Panorama (watch for sign its wooden and chamisa height on ground)
- take second left
- then first right
- then next left
- property is on Right hand side  
with earthship style home covered in plastic.

Jason Badger

575-779-6519

STATE OF NEW MEXICO  
TAOS COUNTY MAGISTRATE COURT IN TAOS

FILED IN

Jason Badger, Tanya Badger, Plaintiff(s)  
v.  
Lucas Allen Morton, Defendant(s)

JUN 27 2018

TAOS CO.  
MAGISTRATE CT.

No. M-53-CV-2018-00076


ORDER DISMISSING ACTION

This matter having come before the court on June 27<sup>th</sup>, for lack of jurisdiction.

- ☐ the motion should be denied.  
☒ the above cause of action should be dismissed with prejudice.  
☐

IT IS ORDERED that:

- ☐ the motion to dismiss the action is denied.  
☒ this action is dismissed with/without prejudice.  
☐

  
Ernest L. Ortega, Judge

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing was served on June 27, 2018 to:

Jason Badger

PO Box 281  
305 Buena Vista Rd  
Cerro, NM 87519

Tanya Badger

PO Box 281  
305 Buena Vista Rd  
Cerro, NM 87519

Lucas Allen Morton

Lot Number 28 Unit #2 Costilla Meadows  
Amalia, NM 87512

Rose Martinez, Clerk

TAOS COUNTY MAGISTRATE COURT

105 ALBRIGHT ST., STE. M

TAOS NM 87571

Desideria Martinez

ALBUQUERQUE

NM 870

27 JUN '18

NM 871

FILED IN

JUL 09 2018

TAOS CO.  
MAGISTRATE CT

LUCAS ALLEN MORTON

LOT NUMBER 28 UNIT # 2 COSTILLA MEADOWS

AMALIA, NM 87512



02 1P

\$ 000.47<sup>0</sup>

0001983341

JUN 27 2018

MAILED FROM ZIP CODE 87571

NIXIE

871 DE 1

0007/07/18

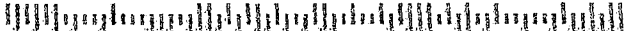
RETURN TO SENDER  
NO MAIL RECEPTACLE  
UNABLE TO FORWARD

NMR

RC: 87571616999

\*0568-02306-27-43

87571-6169



STATE OF NEW MEXICO  
TAOS COUNTY MAGISTRATE COURT IN TAOS

FILED IN

Jason Badger, Tanya Badger, Plaintiff(s)

v.

Lucas Allen Morton, Defendant(s)

JUN 27 2018

TAOS CO.  
MAGISTRATE CT.

No. M-53-CV-2018-00076

ORDER DISMISSING ACTION

This matter having come before the court on June 27<sup>th</sup>, for lack of jurisdiction.

- ☐ the motion should be denied.  
☒ the above cause of action should be dismissed with prejudice.  
☐

IT IS ORDERED that:

- ☐ the motion to dismiss the action is denied.  
☒ this action is dismissed with/without prejudice.  
☐

  
Ernest L. Ortega, Judge

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the foregoing was served on June 27, 2018 to:

Jason Badger

PO Box 281  
305 Buena Vista Rd  
Cerro, NM 87519

Tanya Badger

PO Box 281  
305 Buena Vista Rd  
Cerro, NM 87519

Lucas Allen Morton

Lot Number 28 Unit #2 Costilla Meadows  
Amalia, NM 87512

Rose Martinez, Clerk